

MAY - 2 2011

U.S. DISTRICT COURT
W. DIST. OF N.C.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

UNITED STATES OF AMERICA,)	
Plaintiff)	CRIMINAL CASE NO.
v.)	1:11CR10-MHR-DLH
)	
JAMES W. "BILL" BAILEY, JR.)	
Defendant.)	

CONSENT ORDER GRANTING PETITION ON BEHALF OF
BRANCH BANK AND TRUST COMPANY CONTESTING FORFEITURE OF
2010 FLEETWOOD MOBILE HOME

THIS MATTER is before the Court by consent of the United States of America, by and through Anne M. Tompkins, United States Attorney for the Western District of North Carolina, and petitioner Branch Bank And Trust Company ("BB&T"), through counsel, pursuant to Fed. R. Crim. P. 32.2(c). The government and BB&T have consented to this Order as a final adjudication and settlement of all matters with regard to that certain 2010 Fleetwood motor home, VIN #4VZDN1A9XAC071985 (herein the "Motor Home"), titled in the name of the Defendant and Joy Jean Bailey, covered by the Consent Order and Judgment of Forfeiture filed herein on February 16, 2011, which is a preliminary order with respect to the Motor Home.

The government and BB&T have stipulated and agreed and the Court finds as follows:

1. BB&T has filed a timely petition in response to the Consent Order and Judgment of Forfeiture and the Court has jurisdiction over the Motor Home.
2. BB&T has a senior perfected purchase money security interest in the Motor Home, as evidenced by the Security Agreement and Certificate of Title attached to its petition.
3. The Defendant has or had a legal ownership interest in the Motor Home, subject to BB&T's interest described above.

4. Any violation of applicable criminal statutes involving the Motor Home occurred without the knowledge and consent of BB&T.

5. BB&T has received an offer of purchase for the Motor Home from Tom Johnson Camping Center in Marion, NC in the amount of \$128,350.

6. As of April 11, 2011, the payoff owed to BB&T on the debt secured by the Motor Home was \$123,962.22, with interest accruing at the rate of \$20 per day.

7. The government has no objection to BB&T accepting the outstanding offer of purchase for the Motor Home, so long as the receipt by BB&T of the payoff on the Motor Home as of the date of its sale is in full settlement and satisfaction of all claims by BB&T to the Motor Home and of all claims or potential claims of BB&T resulting from the incidents or circumstances giving rise to this case.

8. Upon receipt by BB&T of the payoff on the Motor Home, BB&T will release and hold harmless the United States, and any agents, servants, and employees of the United States acting in their individual or official capacities from any and all claims by BB&T and its agents which currently exist or which may arise as a result of the actions by the United States against the Motor Home.

9. BB&T waives any rights to further litigate its interest in the Motor Home against the government and waives its rights to further petition for remission or mitigation of the forfeiture of the Motor Home. Unless specifically directed otherwise by an order of the Court, BB&T shall also be excused and relieved from further participation in this action.

10. BB&T and the government agree to, to the extent necessary, execute further documents to implement this Consent Order.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

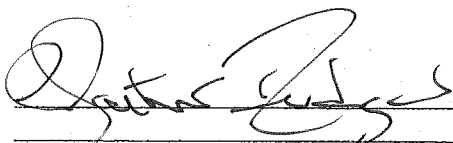
1. BB&T's petition is allowed to the extent described above.

2. Upon the closing of the above-described sale of the Motor Home to Tom Johnson Camping Center for the sum of \$128,350, BB&T is entitled to retain its payoff on the loan that is secured by the Motor Home.

3. Within five (5) business days of the closing of such sale, BB&T shall provide the government with a payoff statement, containing an itemized breakdown of all amounts included therein, mailed to the United States Attorney's Office for the Western District of North Carolina, 227 W. Trade Street, Suite 1650, Charlotte, NC, 28202; attn: Assistant United States Attorney Benjamin Bain-Creed, along with a certified check in the amount of all sales proceeds received by BB&T for the Motor Home in excess of that payoff.


4. Each party shall bear its own costs, including attorneys' fees.

Signed this 2 day of May, 2011.


UNITED STATES DISTRICT COURT JUDGE

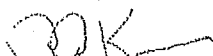
BY CONSENT OF THE PARTIES:

ANNE M. TOMPKINS
UNITED STATES ATTORNEY


Benjamin Bain-Creed
Special Assistant United States Attorney

Date: 5/2/11, 2011

KIRSCHBAUM, NANNEY, KEENAN & GRIFFIN, P.A.

By: 
Pamela P. Keenan
Attorneys for BB&T

Date: 4/29, 2011